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August 10, 2005

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: IP-Enabled Services, WC Docket No. 04-36; E911 Requirements for IP-Enabled Service Providers, WC Docket No. 05-196

Dear Ms. Dortch:

Enclosed is the Subscriber Notification and Acknowledgement Status Report of Verizon Long Distance for VoiceWing service, pursuant to the Enforcement Bureau's Public Notice, DA 05-2085, released July 26, 2005.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Grillo".

Attachments

cc: Tom Navin
Julie Veach
Christi Shewman
Ian Dillner
Nick Alexander
Tim Stelzig
Colleen Heitkamp

Byron McCoy
Kathy Berthot
Janice Myles
David Hunt
Cynthia Bryant

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matters of)	
)	
IP-Enabled Services)	WC Docket No. 04-36
)	
E911 Requirements for IP-Enabled Service Providers)	WC Docket No. 05-196
)	

**SUBSCRIBER NOTIFICATION AND
ACKNOWLEDGEMENT STATUS REPORT
OF VERIZON LONG DISTANCE
FOR VOICEWING SERVICE**

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance (“Verizon”) provides an interconnected Voice over IP (VoIP) service called VoiceWing. Verizon has been providing notice of the limitations of VoiceWing’s emergency response service, and obtaining affirmative acknowledgements of those differences and limitations from its VoiceWing customers, since it first launched its service on July 22, 2004. Verizon both has received affirmative acknowledgements of the limitations of its emergency response service from its existing VoiceWing customers at the time they signed up for VoiceWing service, and will continue to obtain affirmative acknowledgements from all future VoiceWing customers. In addition, Verizon has provided 911 warning labels to its existing VoiceWing customers and will continue to provide 911 warning labels to all future VoiceWing customers. The details requested in the Enforcement Bureau’s Public Notice released July 26, 2005 are set out below.

1. Detailed description of all actions Verizon has taken to specifically advise every VoiceWing subscriber, prominently and in plain language, of the circumstances under which E911 service may not be available through VoiceWing and/or may be in some way limited by comparison to traditional E911 service.

A. From the initial launch of VoiceWing service on July 22, 2004, Verizon has informed all VoiceWing customers of the limitations of the emergency response service provided by VoiceWing. Verizon has obtained each VoiceWing customer's affirmative acknowledgement of the limits of the service as follows: If a customer ordered VoiceWing on-line, Verizon informed the customer of the limitations of VoiceWing's emergency response service, and obtained the customer's affirmative acknowledgement that he or she had read and understood those limitations twice during the ordering process. First, the customer was presented with a web page during ordering that informed the customer that VoiceWing does not provide traditional 911 or E911 service. Attachment 1 provides a screen shot of the information presented to the customer. The customer was required to accept the 911 limitations by clicking the appropriate response in the box before he or she was able to proceed to the next step in the ordering process.

After the customer indicated that he or she understood and accepted the 911 limitations of the VoiceWing service, the customer also was required to accept the Terms of Service for VoiceWing during the ordering process. Attachment 2 provides a copy of VoiceWing's Terms of Service. As shown there, the detailed Terms of Service were preceded by the following prominent statement:

**PLEASE NOTE: VOICEWING DOES NOT PROVIDE
TRADITIONAL 911 SERVICES. YOU MUST
MAINTAIN AN ALTERNATE MEANS OF
REQUESTING EMERGENCY SERVICES.**

As also shown there, section 6 of the Terms of Service included a detailed and clear statement of the limitations of the VoiceWing emergency response service. *See* Attachment 2 at 3-4. The customer was also required to indicate that he or she understood and accepted the Terms of Service before he or she was able to complete the ordering process. For customers who ordered VoiceWing service on-line, the dates of VoiceWing's contact with its customers to inform them of the limitations of VoiceWing's emergency response service were the dates each individual customer ordered VoiceWing service.

Similarly, from initial launch of VoiceWing service, if a customer ordered VoiceWing service by calling a Verizon sales and service center, the customer was informed of the limitations of the emergency response service provided by VoiceWing by the VoiceWing representative who took the order. Verizon representatives who took orders for VoiceWing from customers were required to read the following disclaimer during the ordering process:

"911 Disclaimer:

"VoiceWing does not support traditional 911 or E911 access to emergency services. **You must maintain alternative means of accessing traditional emergency response services.** In the event of a power failure or service outage from your broadband Internet provider, VoiceWing Limited Emergency Response Service will not function. VoiceWing Limited Emergency Response Service will only function after successful activation of the Emergency Response dialing feature from the VoiceWing Personal Account Manager. You must also keep the physical address of your VoiceWing phone current. If you use VoiceWing from a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling) any emergency calls you make will not be routed to the correct local emergency service provider. Limited Emergency Response Service requires re-activation if you move or access VoiceWing service from a new location. Voice over IP (VoIP) technology is still evolving and cannot currently notify emergency personnel of your phone number and location if your call to them is not completed, if you are unable to tell them your phone number and address, if your call is disconnected or dropped, or if the service is unavailable for any reason. Emergency personnel will not be able to call you back or locate your address. Network congestion might result in reduced speed for routing 911 calls as compared to 911 calling over the traditional public telephone network."

In addition, customers who ordered service this way had to activate their VoiceWing service by registering on-line. During the on-line registration process, these customers were required first to indicate that they understood and accepted the 911 limitations, and then to accept the Terms of Service in a manner similar to customers who ordered on-line, before they were able to activate their account and use their service. *See* Attachments 1 and 2 (showing 911 limitations and Terms of Service). In this case, the dates of VoiceWing's contact with its customers to inform them of the limitations of VoiceWing's emergency response service were the dates each individual customer registered his or her service on-line.

B. Following release of the Commission's June 3 Order, Verizon took extra steps to remind customers of the limitations of VoiceWing's emergency response service and to supplement the previous notices. Beginning in July 2005, Verizon has provided its VoiceWing customers who ordered service prior to June 30, 2005 with supplemental information about the limitations of VoiceWing's emergency response service compared to traditional 911 service in the following ways: On July 15, 2005, Verizon sent supplemental e-mail notices to these customers amending the Terms of Service to be more explicit about certain limitations of the VoiceWing emergency response service (that is, Verizon expanded on its previous notice about possible occurrences resulting from delivering 911 calls to PSAP administrative lines by stating explicitly that 911 calls may not be picked up and 911 calls may not be answered by a live operator and expanded on its previous notice that the limited emergency response service would not be available if the customer's VoiceWing service is not operational for any reason by stating explicitly that the limited emergency response service will only operate if the customer's VoiceWing equipment is functioning and properly configured). The e-mail requested that the customer indicate that he or she received the supplemental notice and understood the limitations

by clicking the “I Agree” button at the bottom of the e-mail.¹ Attachment 3 is a copy of the e-mail notice sent to customers who ordered service prior to June 30, 2005.

In addition, on the same date that the supplemental e-mail was sent out, Verizon posted an announcement on customers’ Personal Account Managers about the FCC’s order that urged customers either to open the July 15 e-mail or to call a toll-free number in order to provide Verizon with affirmative acknowledgement that they had received the supplemental notice. (The Personal Account Manager is the web page where each customer goes to view his or her log of incoming, outgoing, and missed calls; check voice mails; access his or her personal phone directory; and activate or turn off various internet features such as International Call Blocking, Call Forwarding, and Simultaneous Ring.) Attachment 4 provides a copy of the message that was posted on the customer’s Personal Account Manager.

If a customer called the toll-free number, a Verizon representative would remind the customer that he or she had previously been presented with and accepted the 911 limitations of VoiceWing service, highlight the supplemental information, and ask the customer for his or her affirmative acknowledgement. The conversation with the VoiceWing customer is recorded in order to preserve the customer’s affirmative acknowledgement of the limitations. Attachment 5 provides a copy of the script used by the representatives during these calls.

On July 22, 2005, Verizon posted a message on the Personal Account Managers of customers who had not replied by July 20 to the supplemental email or called the 800 number.

¹ Verizon pulled the list of customers used for this e-mail on June 30, 2005. As an added precaution, Verizon pulled a second list of customers who had ordered service before June 30, 2005 on August 5, 2005. Seven customers appeared on the second list but not on the first list (these orders may have been in process at the time the first list was pulled). These customers have been treated as customers who did not respond to the July 15 e-mail, and therefore received the follow-up message on their Personal Account Manager, the follow-up call from an automated caller, and the direct mail letter described below and in section 2.

The message was very similar to the July 15 email message and allowed the customer to click a box to provide Verizon with the customer's affirmative acknowledgement. A customer presented with this message on the Personal Account Manager could not access his or her account on-line without accepting the 911 limitation statement. Attachment 6 provides a copy of this additional message.

C. Customers who have ordered Voice Wing service on-line since June 30 have been presented with updated notice of 911 limitations and Terms of Service during the on-line ordering process. Customers who have ordered VoiceWing service by calling a Verizon sales and service center after June 30, 2005 have been informed of the 911 limitations by the representative during the ordering process. Verizon representatives who take orders for VoiceWing from customers are required to read the following disclaimer to the customer during the ordering process:

"911 Disclaimer:

"VoiceWing as a Voice Over Internet Protocol (VOIP) service, differs from regular telephone service. VoiceWing does NOT support traditional 911 or E911 access to emergency services. You must maintain alternative means of accessing traditional emergency response services. An accurate service address is required to route your calls to the closest emergency call center in the event that you dial 9-1-1. A DSL or cable Internet connection, a regular telephone, a router, and a telephone adapter are required for service. VoiceWing will not support home security systems and cannot be used with satellite television services. VoiceWing may not work behind some firewalls. Network congestion or use of data services at the same time as VoiceWing may affect sound quality. To use more than one phone with VoiceWing, an expandable cordless phone system is required. Offer only for residential customers and for residential use. Taxes and other charges apply. Price lists apply. Additional terms and conditions apply.

"You will have the opportunity to review and accept full terms of service when you set up your user ID and password."

These customers also must register their accounts on-line before they can use VoiceWing service. During the on-line registration process, the customer is presented with the updated

notice of 911 limitations and Terms of Service, which include the information in the supplemental notice described above. Attachment 7 provides the text of the notice of the updated 911 limitations presented to customers during the on-line ordering and account registration processes. Attachment 8 provides a copy of VoiceWing's updated Terms of Service. As shown there, prominent notice that VoiceWing does not provide traditional 911 service precedes the specific terms of service. Section 6 of the Terms of Service contains a clear and detailed description of the limitations of VoiceWing's emergency response service and the way it differs from traditional 911 service. Attachment 9 provides screen shots of the on-line account registration process showing the presentation of the 911 limitations and the Terms of Service. As shown on pages 4 and 6 of Attachment 9, if a customer attempts to proceed to the next step of the account registration process without indicating that he or she has read and agreed to both the 911 limitations and the Terms of Service, error messages are displayed that require the customer to click on the appropriate response before he or she is allowed to proceed. Attachment 10 provides screen shots from the on-line ordering process showing that the customer is not allowed to proceed if he or she does not accept the 911 limitations and the Terms of Service during the ordering process. As discussed above, Verizon has used these on-line ordering and account registration processes, including the error messages, from the launch of the service, and customers who ordered service prior to June 30 would also have been presented with error messages (and would not have been allowed to proceed) if they failed to indicate that they had read and understood the 911 limitations, and agreed to the Terms of Service, during the on-line ordering and account registration processes.

2. Quantification of how many of VoiceWing's subscribers, on a percentage basis, have submitted an affirmative acknowledgement, and an estimation of the percentage of subscribers from whom Verizon does not expect to receive an acknowledgement by August 29, 2005.

As described above, all of Verizon's VoiceWing subscribers have provided an affirmative acknowledgement of the limitations of the emergency response service provided by VoiceWing at the time they ordered or activated their service. That is, 100 percent of VoiceWing subscribers (other than test accounts) have submitted an affirmative acknowledgement, and the percentage of subscribers from whom Verizon does not expect to receive an acknowledgement by August 29, 2005 is zero.²

In addition, as of August 8, 2005, 62.4 percent of VoiceWing customers who ordered service before June 30 have provided a second acknowledgement of the supplemental notice of 911 limitations. Verizon is continuing to reach out to its VoiceWing customers to obtain their affirmative acknowledgement of the supplemental notice. Verizon plans to contact any remaining customers who have not provided an affirmative acknowledgement of the supplemental information by using an automated caller, which will provide the customer with an option to speak to a live representative to have the customer's affirmative acknowledgement recorded. Verizon will send remaining customers a letter that will include a tear-off acknowledgment form that can be returned in the enclosed prepaid return envelope. As explained above, however, Verizon already has received at least one affirmative acknowledgement of the limitations of its emergency response service from all of its VoiceWing

² Verizon has 49 test VoiceWing accounts. Twenty-six are used in various test facilities for product testing. Most of the remaining 23 accounts belong to Verizon employees. Fewer than 10 accounts are made available to media representatives for limited durations of 30 to 90 days. These account holders do not go through the normal ordering and reservation processes described above, and are not subject to the normal Terms of Service. On August 10, Verizon notified these account holders of the limitations of VoiceWing's emergency response service by e-mail. Verizon will follow up with any test account holders who do not respond to the e-mail by personal phone calls to obtain their affirmative acknowledgement.

subscribers and has received a second acknowledgement from the majority of those subscribers.

Verizon does not have an estimate of the percentage of customers from whom it will not receive a second acknowledgement.

3. Detailed description of whether and how Verizon has distributed to all VoiceWing subscribers warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in connection with VoiceWing service.

On July 26, Verizon sent warning stickers to all existing VoiceWing customers as of July 22 by first class U.S. mail. Verizon sent two types of stickers to each VoiceWing customer. The first is designed to be placed on the telephone adapter. This sticker advises customers:

VoiceWingSM provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services. In order for VoiceWing to direct your 911 call to the appropriate emergency service provider, you MUST provide VoiceWing with your current service address. If you use this telephone adapter from a new service address, you MUST update your service address with VoiceWing, either through your Personal Account Manager or through customer service at 1-800-505-6495. It may take up to 5 days to process this service address update. If you do not update your service address, your emergency 911 call may be directed to the incorrect emergency service provider. VoiceWing will not operate (and you will not have access to emergency services) in the event of a power outage or if your broadband service is down.

The second is designed to be placed on the telephone itself. This sticker advises customers:

This phone provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services.

The letter that was sent to customers with the stickers instructed customers to place the stickers on the adapter and on the telephones used for VoiceWing service. Attachment 11 is a copy of

the letter and stickers sent to VoiceWing customers. As of July 23, Verizon provides both types of stickers in the fulfillment materials sent to new subscribers to VoiceWing service.

4. Quantification of the number of VoiceWing subscribers, on a percentage basis, to whom Verizon did not send the advisory described in the first bullet above and/or to whom the provider did not send warning stickers or other appropriate label as identified immediately above.

As described in the first section above, Verizon has provided notice of the limitations of the emergency response service provided by VoiceWing to every VoiceWing customer at the time service is ordered or activated. In addition, Verizon has provided the supplemental notice described above to every customer who ordered VoiceWing service before June 30, 2005; customers who ordered after that date were presented with an updated Terms of Service during the on-line ordering and activation processes which included the material in the supplemental notice. Therefore, the percentage of subscribers to whom Verizon did not provide such notice is zero.

As described in the section immediately above, Verizon has sent warning stickers to every VoiceWing customer as of July 22. Verizon has included warning stickers in the fulfillment materials sent to VoiceWing customers who ordered service after that date. Therefore, the percentage of subscribers to whom Verizon did not send warning stickers is zero.

5. Detailed description of any and all actions Verizon plans on taking towards any of its VoiceWing subscribers that do not affirmatively acknowledge having received and understood the advisory, including, but not limited to, disconnecting the subscriber's VoiceWing service no later than August 30, 2005.

As described above, all of Verizon's VoiceWing subscribers have affirmatively acknowledged at least once having received and understood notice of the limitations of the emergency response service provided by VoiceWing. Because there are no subscribers from whom Verizon has not received at least one affirmative acknowledgement, Verizon has no plans to disconnect subscribers for this reason.

6. Detailed description of how Verizon is currently maintaining the acknowledgements received from its VoiceWing subscribers.

When a customer acknowledges VoiceWing's 911 limitations and Terms of Service during the on-line ordering process or the account registration process described above, Verizon stores a time-stamp of that acknowledgement as an entry in a VoiceWing database in Verizon's Blue Hill data center. This database also stores customer acknowledgements based on the supplemental message posted on the Personal Account Manager on July 22, 2005.

Acknowledgements of customers who respond to the July 15 e-mail notice are stored in an Apache (web server) log file. Acknowledgements of customers who respond by calling the 800 number are stored as .MP3 files.

7. The person responsible for VoiceWing's compliance with the *VoIP E911 Order* is:

Michelle Swittenberg
Executive Director, Consumer VoIP
Verizon
540 Broad Street, 16th Floor
Newark, NJ 07102

973-649-0613

michelle.swittenberg@verizon.com

ATTACHMENT 1

Step 3 of 4 - Emergency Response Calling

FAQs

- ▶ [How do I dial 911?](#)
- ▶ [What do I need to do if I move and take my VoiceWing Phone service with me to another location?](#)

Emergency Response Calling Terms: Please read & accept the terms below

VoiceWing 911 does not support traditional 911 and E911 services.

In the event of a power failure, VoiceWing Emergency Response calling will not function. When you experience a service outage for any reason from your broadband Internet provider, all VoiceWing services will be unavailable, including VoiceWing 911. To learn more about the limited liability of Verizon for any service outage and/or inability to dial 911 from your line or to access emergency service personnel, see our Customer Service Agreement.

VoiceWing 911 dialing will only function after you successfully activate the Emergency Response dialing feature.


To help emergency services in the event that they need to locate you, please ensure you have the correct physical address for your VoiceWing phone. You can update the location of your VoiceWing phone at anytime using the VoiceWing dashboard. By keeping the address of your VoiceWing phone current, you help emergency response dialing to function properly.

If you move, you will need to reactivate the Emergency Response dialing feature on your VoiceWing phone.

Should you have the need to dial 911, there is a possibility that you may experience a delayed connection. Due to Internet congestion and technology, a delay is more likely to occur with voice over IP dialing than with traditional telephone service.

Voice over IP technology is still evolving and cannot currently notify emergency personnel of your phone number and location if your call to them is unable to be completed, if you are unable to tell them your phone number and address, if your call is disconnected or dropped, or if the service is unavailable for any reason, emergency personnel will not be able to call you back or locate your address.

☐ I have read and understood the Emergency Response Calling terms with VoiceWing

 print emergency response calling

 back

next 

ATTACHMENT 2

VERIZON VOICEWING TERMS OF SERVICE

Welcome to VoiceWingSM Broadband Phone Service.

**THESE TERMS AND CONDITIONS STATE IMPORTANT
REQUIREMENTS REGARDING YOUR USE OF VERIZON VOICEWING
BROADBAND PHONE SERVICE.**

**YOU SHOULD READ THESE TERMS AND CONDITIONS
CAREFULLY AS THEY CONTAIN IMPORTANT
INFORMATION REGARDING YOUR RIGHTS AND OURS.**

**PLEASE NOTE: VOICEWING DOES NOT PROVIDE
TRADITIONAL 911 SERVICES. YOU MUST
MAINTAIN AN ALTERNATE MEANS OF
REQUESTING EMERGENCY SERVICES.**

1. **The Verizon VoiceWing Terms of Service** is an agreement (the "Agreement") between the subscriber ("you," "your" or "Subscriber") and Verizon Long Distance ("Verizon," "us" or "we"). The Agreement describes the Terms and Conditions under which you agree to use VoiceWing Broadband Phone Service and under which we agree to provide the Service to you. You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of an online order; (b) your accepting the Terms of Service electronically during registration; (c) your use of the Service; or (d) your retention of the Equipment we provide for more than 30 days following delivery.
2. **DEFINITION OF SERVICE.**
Verizon VoiceWing Broadband Phone Service is an enhanced voice communication service which uses a data network (like the Internet) to transport voice communications that have been converted into data packets. For purposes of this Agreement, the term "Service" shall mean Verizon VoiceWing Broadband Phone Service, including all Software, Equipment and other features, products and services provided by Verizon under the pricing plan that you have selected. For purposes of this Agreement, "Equipment" shall mean a Verizon-provided Telephone Adapter ("Adapter") and accompanying Ethernet Cable.
3. **REVISIONS TO TERMS AND PRICING.**
From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing for the Service. Notice of revisions to the Agreement or pricing shall be posted on the VoiceWing Web site ("the Web site") and deemed given upon notice to you. We may provide notice to you by sending you an email at the email address you registered or by leaving you a voice mail in your VoiceWing mailbox. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the termination provisions provided in this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.
4. **SERVICE USE AND LIMITATIONS.**
 - a. You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Verizon relies on the information you

supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date).

- b. You agree that you are responsible for all use on your account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account with or without your permission. You acknowledge that Verizon will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Verizon to authenticate customer calls and should not be shared.
- c. **Residential Use of Service and Device.** The Service is provided to you as a residential user, for your personal, residential, nonbusiness and nonprofessional use. This means that you are not using it for any commercial or governmental activities, profit-making or nonprofit, including but not limited to home office, business, sales, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Verizon in advance. Verizon reserves the right to immediately terminate, change the calling plan or modify the Service if Verizon determines, in its sole discretion, that you are using the Service for nonresidential or commercial use. Usage excess of 5,000 minutes in any month, shall be considered above normal residential use and may be investigated and subject to the conditions above. You acknowledge and understand that you cannot make 500, 700, 900, 976, 0+ collect calls or dial-around calls (e.g., 1010-XXXX). In addition, you understand that this service does not support n11 calling with the exception of 411 and the limited form of 911 described below.
- d. You agree that your use of the Service, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with, Verizon. You further agree that Verizon does not own or control all of the various facilities and communications lines through which the Service may be provided. You also agree to use the Service only within the United States. This Service is not offered or shipped to any address outside of the United States.
- e. **Loss of Service Due to Power or Broadband Failure.** You acknowledge and understand that the Service will not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service. **In addition, since the Service is dependent on the broadband connection, the availability of an adequate power supply and correct Equipment configuration, Verizon does not guarantee that the Service will be continuous or error-free. Verizon will not offer credits for service failures due to power outages or disruptions in your broadband connection.**
- f. **International Calling.** You will be able to make calls to destinations outside the United States. Charges for calls to Canada, Mexico and all other international locations will be deducted from your Extra Services Account (see Section 10.b below) at current rates,

which are available on the Web site. Information on current international rates is also available by contacting Verizon Customer Care at **1-800-505-6495**. The current charges and rates for international calling and terms and conditions of use thereof are incorporated into this Agreement. Verizon reserves the right to block calls to certain countries in the event we determine that such calls may be linked to fraudulent or illegal activities or in the event a country places any other restrictions on Internet traffic.

g. This Service is solely for the use of authorized users. Use of this Service may be monitored to insure proper operation and for other quality purposes, to prevent or address misuse, or to meet obligations imposed under applicable laws, regulations or orders. You acknowledge and understand that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable state or federal law.

h. **Incompatibility with Home Security Systems and Certain Other Non-Voice Communications Equipment.** You acknowledge and understand that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home security systems that are set up to make automatic phone calls, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Verizon for interference with or disruption of such systems due to the Service.

5. **PRIVACY POLICY.**

The Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that Verizon cannot guarantee that voice-over Internet protocol communication is completely secure. Verizon will treat your personal information in accordance with its then current Privacy Policy (available at <http://www.verizon.com/privacy>) and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference, but in the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service.

6. **LIMITATIONS ON EMERGENCY RESPONSE SERVICES – TRADITIONAL 911 AND E911 NOT AVAILABLE.**

a. **YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.** You acknowledge and understand that VoiceWing does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by VoiceWing differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service.

b. **The Emergency Response Service Will Not Receive Automated Number and Location Identification.** You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or find your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone

number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement.

- c. **You Must Register Your Correct Service Address for the Limited Emergency Response Service.** You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment **as the Service Address** will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Verizon the physical address where you will use your Service. When you dial 911 with VoiceWing, your call will be routed to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Verizon. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls, and it is possible that the lines at the PSAP will be occupied and that you will get a busy signal.
- d. **Emergency Calls from a Location Other Than Your Service Address May Not Be Directed Correctly to a Local Emergency Service Provider.** You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.e below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.
- e. **You Must Update Your Service Address If You Move or If You Use the Service from a New Location.** You acknowledge and understand that the limited emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location **by updating your Service Address** on your Personal Account Manager or by calling Customer Service at **1-800-505-6495**, and Verizon has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to Verizon.
- f. **Power or Broadband Service Outage.** You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, VoiceWing, including the limited emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or the limited emergency response service.
- g. **Service Outage Due to Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including the limited emergency response service.
- h. **Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls.** You acknowledge and understand that calls made using the limited emergency response service of VoiceWing may be subject to network congestion and/or reduced routing speed.

7. **LOCAL NUMBER PORTABILITY.**

In the event you are transferring an existing phone number that currently is subscribed to a carrier other than Verizon for local service, the following terms and conditions apply:

- a. You hereby authorize Verizon to process your order for the Service and to notify your local telephone company of your decision to switch your local services to the Service and to transfer your telephone number, and represent that you are authorized to take these actions.
- b. You agree and acknowledge that you must install and activate your Equipment prior to the date that the number switch becomes effective ("Port Effective Date").
- c. Verizon has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

8. **SOFTWARE LICENSES.**

- a. In connection with our provision of the Service, we may provide to you, via download, CD, other media or other delivery method, the use of certain software which is owned by Verizon or its third-party licensors, providers and suppliers, and which may be provided free or for a fee ("Software"). We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. Your failure to do so is your responsibility and may affect your Service. You may use the Software only as part of or for use with the Service and for no other purpose.
- b. The Software may be accompanied by an end-user license agreement from Verizon or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end-user license agreement unless you first agree to the terms and conditions of the end-user license agreement.
- c. With regard to any Software which is not accompanied by an end-user license agreement, you are hereby granted a revocable, nonexclusive, nontransferable license by Verizon or its third-party licensors, providers or suppliers, to use the Software (including any corrections, updates and upgrades we provide to you) subject to the following restrictions: (1) you may not make any copies of the Software; (2) you agree that the Software is the confidential information of Verizon or its third-party licensors, providers or suppliers, and contains copyrighted material, trade secrets, patents and proprietary information owned by Verizon or its third-party licensors, providers or suppliers which you shall not disclose to others or use except as expressly permitted herein; (3) you may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, or otherwise reduce the Software to a human readable form; (4) you may not modify, rent, lease, loan, use for commercial timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software or otherwise transfer the Software to any third party; (5) you may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software; (6) you acknowledge that this license is not a sale of intellectual property and that Verizon or its third-party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation; and (7) the Software may be used in the United States only; any export of the Software is strictly prohibited.

- d. We shall provide technical assistance and support for the Software in accordance with our then-current support policies. Unless otherwise provided in such policies, Verizon does not provide technical assistance or support for any third-party software, and technical assistance or support with regard to third-party software is solely provided in accordance with such third-party's policies or other terms.
- e. Your license to use the Software shall remain in full force and effect unless and until terminated by Verizon, its third-party licensors, providers or suppliers. Upon termination of your Service for any reason, you must cease all use of the Software and immediately delete the Software from your computer.

9. **TERM AND TERMINATION.**

- a. **Effective Date and Term.** This Agreement goes into effect upon your acceptance of this Agreement and shall continue, subject to the terms of this Paragraph, until terminated by either party as permitted by this Agreement.
- b. **Verizon Offers the Following Money-Back Guarantee.** Verizon offers a thirty (30) day money-back guarantee period which begins either when you activate your Verizon-provided Adapter or seven (7) days after you order the Service, whichever is earlier (the "Guarantee Period"). During the Guarantee Period, if you have used fewer than 250 minutes of domestic usage, you may cancel the Service and receive a full refund of any account setup fee, all monthly charges paid to Verizon, and any amounts remaining in your Extra Services Account that you deposited. If you cancel within the Guarantee Period, but have used more than 250 minutes of domestic usage, you may cancel the Service and receive a refund of any account setup fee paid to Verizon and any amounts remaining in your Extra Services Account that you deposited. **Shipping and handling charges will not be refunded.** If you cancel within the Guarantee Period, Verizon will require you to return the Equipment. Failure to return the Equipment in working condition in the prepaid envelope that Verizon will provide to you will result in a charge to your credit card, as explained to you during the ordering process. If you terminate this Agreement after the Guarantee Period, you may keep the Verizon-provided Equipment, but you will not be entitled to a refund of any kind.
- c. **Termination of Service.** Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective upon your notice to Verizon. If this Agreement is terminated after the expiration of the Guarantee Period, but prior to the end of the first year of Service, you will be charged an early termination fee, as described to you when you ordered the Service. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. With the exception of the Money-Back Guarantee, Verizon will not refund monthly charges paid to Verizon when the Service is terminated between billing cycles.
- d. **Termination and/or Suspension by Verizon.** If: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) Verizon is required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (5) Verizon for any reason ceases to offer the Service; or (6) you no longer meet the prerequisites for the Service, then Verizon may terminate or suspend your Service immediately without notice. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (6) is met.

- e. **Terminated Account.** Verizon, in its sole discretion, may refuse to accept your application for renewal or re-subscription following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you agree to pay a reconnection fee if the Service is reactivated.
- f. **Regulatory Compliance.** In the event there is a ruling, regulation or order issued by a judicial, legislative or regulatory body that causes Verizon to believe that this Agreement may be in conflict with such rules, regulations and orders, Verizon may terminate or modify your Service and/or this Agreement immediately without notice.

10. **PRICING AND PAYMENT.**

- a. **Prices and Fees.** Verizon fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable monthly charge. You further agree that any taxes and other charges, including but not limited to, account setup fees, early termination fees, adapter fees, equipment charges, shipping and handling and other nonrecurring charges will be charged to your credit card. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit. Monthly recurring charges will be billed one month in advance. Your credit card will be charged on the day you place your order. Your next billing cycle will begin either seven days from your order date or the day you activate your Service, whichever comes first. Your credit card will be charged on the first day of every cycle.
- b. **Taxes and Other Charges.** Verizon will charge you for any applicable taxes, fees, surcharges or other charges made using the service, unless you can show with documentation satisfactory to us that you are exempt. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your VoiceWing telephone.
- c. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** You agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. You also agree to indemnify us for any claims or expenses resulting from your providing a debit card instead of a credit card. If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.
- d. **Extra Services Account.** Your Extra Services Account is a prepaid account in which a certain dollar amount is set aside to cover incidental charges on your account that are not covered by your monthly fee. For example, international calls, Directory Assistance calls and taxes related to these calls are automatically deducted from your Extra Services Account. When the balance of your Extra Services Account reaches the Minimum Threshold Amount, your account will be automatically re-charged back to a preset dollar amount on your credit card. This preset dollar Re-Charge Amount may be taxed at the time it is charged to your Extra Services Account. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD WHEN YOUR EXTRA SERVICES ACCOUNT REACHES THE MINIMUM THRESHOLD AMOUNT. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A BILLING CYCLE.** The "Minimum Threshold Amount" will be posted on the Web site and may be revised from time to time as set forth in Section 3 above.
- e. **Discontinuation of Service for Nonpayment.** Service to you may be denied or discontinued without notice at any time in the event your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new

credit card expiration date before the existing one expires. If your credit card fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Verizon your new credit card information. If the credit card issue is not resolved within 24 hours, Verizon will place you on a per-minute calling plan when your next billing cycle begins. The per-minute usage charges will be deducted from your Extra Services Account. When the balance of your Extra Services Account is depleted, Service will be terminated. If your credit card is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per-minute calling plan at any time. You agree to pay all charges owed to Verizon, including but not limited to the early termination fee. In the event Verizon utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.

f. Verizon may limit the number of promotions you may be eligible for in a given period.

g. The waiver of any fees or charges lies solely in the discretion of Verizon. Verizon agrees, however, to provide a service credit equal to one free month of the Service if, within the first thirty (30) days of Your order, You contact Verizon customer service to report a service issue(s) and at least one of the following occurs: (i) You spend more than thirty (30) minutes on a call troubleshooting the issue(s) with a customer service agent; (ii) You are unable to make and/or receive calls within 24 hours of reporting that You are unable to get a dialtone; (iii) You contact Verizon three (3) or more times regarding different problems relating to the Service; (iv) You have received two or more calls from Verizon customer service without resolution of Your service issue(s).

11. **MANAGEMENT OF YOUR DATA AND COMPUTER.**

- a. **System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Verizon will only provide technical assistance with respect to your Verizon-provided Adapter.
- b. **Monitoring of Network Performance.** Verizon automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Verizon's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service.

12. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

- a. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE IS WITH YOU, THE BUYER. SHOULD THE SERVICE PROVE DEFECTIVE FOLLOWING PURCHASE, YOU, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS,**

EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, NONINTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NOR SHALL INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES CREATE A WARRANTY. USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

- b. IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, INCLUDING ISPs, BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA, COMPUTER EQUIPMENT OR ROUTERS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE OR VERIZON-PROVIDED EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- c. VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE; (3) EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; (4) EQUIPMENT, NETWORK OR FACILITY SHORTAGE; (5) EQUIPMENT OR FACILITY RELOCATION; (6) SERVICE EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (7) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF INCOMING OR OUTGOING COMMUNICATIONS, THE INABILITY OF COMMUNICATIONS TO BE RECORDED OR COMPLETED OR DEGRADATION OF VOICE QUALITY.
- d. VERIZON SHALL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH 911, E911, OR OTHERWISE.
- e. VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.
- f. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS PARAGRAPH ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.
- g. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, ARE COLLECTIVELY RESPONSIBLE.

- h. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT PURSUANT TO SECTION 3 TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.
- i. VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

13. **INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the limited emergency response service accessible through VoiceWing and/or inability of you or any third-party user of your Service to be able to access emergency service personnel.

14. **NOTICES.**

Notices from you required under this Agreement shall be provided to Verizon in accordance with the methods set forth on the Web site in the Contact Us section. Notices by Verizon to you will be provided by one or more of the following: posting on our Web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number or e-mail to an address provided by you.

15. **GENERAL PROVISIONS.**

- a. All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Software Licenses, Disclaimer of Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.
- b. Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- c. You agree not to assign or otherwise transfer this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

- d. **You and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
- e. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. We reserve the right to modify the Service to reflect any change in any governing law, applicable tariff or underlying network service or component affecting the Service.
- f. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- g. This Agreement, including all Attachments and all other policies posted on the Web site which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

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VCWINGTOS 11/04

ATTACHMENT 3

July 15, 2005

Dear VoiceWing Customer,

We have important news to share with you about your VoiceWing Broadband Phone Service. Please take a few minutes now to read this e-mail as your immediate response is required.

Recently, the FCC ordered all interconnected Voice over Internet Protocol (VoIP) service providers, like VoiceWing, to inform their customers about the 911 limitations of their service and to get the customer's affirmative acknowledgement of those 911 service limitations. Please respond by **July 29, 2005. Failure to respond may result in suspension of your VoiceWing service.** Interconnected VoIP service providers are those entities that, among other things, provide customers with the ability to use a broadband connection (like DSL or cable modem) to make calls to and receive calls from users of the regular telephone network, sometimes called the public switched telephone network.

Your safety is very important to us. For that reason, it is critical that you understand the 911 limitations of your VoiceWing service. We have modified our VoiceWing Terms of Service to address the FCC's requirements. The updated Terms of Service are posted on your Personal Account Manager at www.verizon.com/voicewing. To access them, log on to your Personal Account Manager using your User ID and Password, and click on the 'Help' icon. The link to the Terms of Service is located in the Customer Support area of the Help page. The modified Terms of Service are effective on the date of this notice to you.

For your convenience, we have reprinted below, Section 6 of the Terms of Service that describes our Limited Emergency Response Service. **Please review this information and then click the 'I Agree' button at the bottom of this email to indicate that you have received and reviewed this information and that you understand the 911 limitations of the VoiceWing service. Please remember that VoiceWing services can only be used in the United States.**

LIMITATIONS ON EMERGENCY RESPONSE SERVICES - TRADITIONAL 911 AND E911 NOT AVAILABLE.

- a. **YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.** You acknowledge and understand that VoiceWing does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by VoiceWing differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service. We may require you to affirmatively acknowledge that you have received, reviewed, and understand the Limitations on Emergency Response Services set forth in this Agreement or as we may otherwise provide them to you (the 'Acknowledgement'). If you fail to provide the Acknowledgement by the time we specify, we may immediately suspend or terminate the Service until we receive your Acknowledgement.
- b. **Routing of Limited Emergency Response Service Calls.** When you dial 911 using the Service, your call will be routed, in most instances, to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Verizon. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines at the PSAP will be occupied and that

you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

c. **The Limited Emergency Response Service Will Not Receive Automated Number and Location Identification.**

You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement. In some locations, the Service can provide phone number and address information to emergency service personnel, so long as you provide us with accurate service address information and provide us sufficient time to process your service address information. For a list of areas where VoiceWing Enhanced 911 or E911 service is available, visit your personal account manager's frequently asked questions.

d. **Some Emergency Service Providers Do Not Accept 911 Calls from VoiceWing Customers.** VoiceWing is able to offer limited emergency response services in most areas of the country; however, there are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your personal account manager's frequently asked questions on limited Emergency Response.

e. **You Must Register Your Correct Service Address for the Limited Emergency Response Service.** You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Verizon the physical address where you will use your Service. You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.f. below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.

f. **You Must Update Your Service Address If You Move or If You Use the Service from a New Location.** You acknowledge and understand that VoiceWing's emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location by updating your Service Address on your Personal Account Manager or by calling Customer Service at **1-800-505-6495**, and Verizon has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to Verizon.

- g. **Power or Broadband Service Outage.** You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, VoiceWing, including any emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly.
- h. **Service Outage Due to Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including any emergency response service.
- i. **Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls.** You acknowledge and understand that any calls made using VoiceWing's emergency response service may be subject to network congestion and/or reduced routing speed.

I Agree

If you have questions about this e-mail or any aspect of the 911 limitations of the VoiceWing service please contact us at 1-888-500-2972 (Mon.-Sat., 8am-8pm ET). Thank you for being a VoiceWing customer. We look forward to continuing to serve you.

Sincerely,

Verizon VoiceWingSM Customer Service

ATTACHMENT 4

We have important news to share with you about your VoiceWing Broadband Phone Service. The FCC has ordered all interconnected VoIP service providers, like VoiceWing, to inform their customers about the 911 limitations of their service and to get the customer's affirmative acknowledgement of those 911 service limitations. Please respond by July 29, 2005. Failure to provide us with your affirmative acknowledgement of these 911 limitations may result in suspension of your VoiceWing service. Please take a moment to either: (1) open the e-mail sent to you on July 15, 2005 and click the "I agree" button at the bottom of the e-mail; or (2) call VoiceWing at 1-888-500-2972 (Mon.-Sat., 8am-8pm ET). Your safety is very important to us. For that reason, it is critical that you understand the 911 limitations of your VoiceWing service. If you have already responded, thank you.

ATTACHMENT 5

Script for Agent

Thank you for calling VoiceWing Customer Service. Verizon recently notified you about an FCC requirement that obligates VoiceWing to inform you about the 911 limitations of VoiceWing service and to get your acknowledgment that you understand and accept those limitations. Are you calling to give us your acknowledgement?

If no: *(Ask the customer why he or she is calling. Either provide answers or direct the customer to the appropriate Verizon office.)*

If the customer mentions that he or she has received the July 15 email regarding the 911 limitations, ask: Did you already send in your acknowledgement of the 911 limitations?

If Yes: Thank you for sending us your positive acknowledgment.

If No: Can I review the 911 limitations with you at this time and record your acknowledgement? *(Continue below)*

If yes: I will begin reviewing the 911 information with you. This call will be recorded. This call will take approximately 2 to 3 minutes. If you do not have the time now to provide us with your acknowledgment, please call back or respond to the email that we sent to you on July 15th regarding the 911 limitations of VoiceWing service.

If customer says no time: I understand Mr./Ms. Customer. I want you to be aware that the FCC requires that we receive your acknowledgement of the 911 limitations. If you don't provide your acknowledgement, your service may be suspended. Please be sure to call back by July 29 or respond by that time to the email that we sent to you on July 15th. Thank you for calling VoiceWing Customer Service.

If yes: May I please have your name and address? Thank you, Mr./Ms. (Customer's name).

May I please have your VoiceWing telephone number? Thank you

When you signed up for VoiceWing service, we described to you certain limitations on our 911 emergency service capabilities. You specifically agreed to those conditions and affirmed that you understood them at the time that you signed up for service. Since you enrolled, we have modified the 911 disclosures in the VoiceWing Terms of Service to highlight some additional ways in which VoiceWing's 911 service differs from traditional 911 service. You can access the current VoiceWing Terms of Service through your Personal Account Manager. We also provided the complete 911 limitations in an email that we sent to you on July 15.

Let me describe those additional limitations to you now.

First, we previously disclosed to you that when you dial 911 using VoiceWing, your call will usually be routed to the general telephone number for the emergency response center designated for the service address you registered with Verizon. We want you to

know that in addition to the other limitations that we previously disclosed to you, it is also possible that the line may not be answered or that you will not reach a live operator.

Second, VoiceWing can provide its limited emergency response service in most places in the United States. However, there are some public safety answering points that will not accept VoiceWing 911 calls. If you would like, I can read to you a list of those areas. Alternatively, you can see a list of those areas by visiting the frequently asked questions section of the VoiceWing website. That is correct

[In case customer asks AFNI to read the list of locations, read the list below]

Below is the FAQ from the Website -

Are there any emergency service providers that do not support Verizon's VoiceWing service?

Yes, the following are the emergency service providers who currently do not support Verizon's VoiceWing service. If you use your VoiceWing phone to dial 911 in these cities or boroughs, you will not reach an emergency service provider:

State	Name of Emergency Service Provider	Provides Emergency Service To
AL	Daleville Department of Public Safety	Clayhatchee, Daleville
AL	Huntsville-Madison County 9-1-1 Center	Gurley, Harvest, Hazel Green, Huntsville, Madison, Meridianville, Moores Mill, New Hope, New Market, Owens Cross Roads, Redstone Arsenal, Triana
IL	Bureau County Sheriff's Department	Arlington, Buda, Bureau Junction, Dover, La Moille, Malden, Manlius, Mineral, Neponset, New Bedford, Ohio, Princeton, Sheffield, Tiskilwa, Walnut, Wyand
IL	Cass County 9-1-1	Athens, Arenzville, Ashland, Beardstown, Chandlerville, Greenview, Oakford, Petersburg, Tallula, Virginia
IL	Spring Valley Police Department	Cherry, Dalzell, De Pue, Hollowayville, Ladd, Seatonville, Spring Valley
IL	Winnebago County 9-1-1	Cherry Valley, Durand, Lake Summerset, Loves Park, Machesney Park, New Millford, Pecatonica, Rockford, Rockton, Roscoe, South Beloit, Winnebago
IN	Adams County Sheriffs Department	Berne, Decatur, Geneva, Monroe
KS	Andover City Police Department	Andover
MO	Columbia-Boone County Joint Communications	Ashland, Centralia, Columbia, Hallsville, Harrisburg, McBaine, Rocheport, Sturgeon
OK	Cherokee County 9-1-1	Briggs, Dry Creek, Eldon, Hulbert, Keys, Lost City, Park Hill, Pettit, Scraper, Shady Grove, Tahlequah, Tenkiller, Welling, Woodall, Zeb

Third, VoiceWing's limited emergency response service will not work if your telephone adapter is not functioning or if it is not configured properly.

As I stated before, these limitations are in addition to the other limitations of our 911 service that we previously described to you and which are set out in full in the current Verizon Terms of Service. Let me remind of you some of those additional limitations. For example, VoiceWing cannot provide you any limited emergency response service if

there is a power outage or if your broadband service is down. And unlike traditional 911 service, you need to update your service address when you use VoiceWing service from a new location. It can take up to 5 days to update your service address. VoiceWing services – including our limited emergency response services – will not work in the event of a power outage or if your broadband service is down. Because VoiceWing 911 service is not the same as traditional 911 service, you must maintain an alternate device for requesting emergency service.

Mr./Mrs. (Customer name), do you understand and acknowledge the 911 limitations of VoiceWing service?

If customer's response is - Yes, I understand and acknowledge: Thank you for your time, Mr./Ms. (Customer name). Your safety is very important to us and we appreciate your response. Thank you for calling VoiceWing Customer Service.

If customer does not affirm understanding and acknowledgement: Mr./Ms. (Customer name), I would be happy to answer any questions you have about the 911 limitations of your VoiceWing service. What questions do you have?

Answer questions as appropriate and again ask if customer understands and acknowledges. If customer does not respond "yes" indicating understanding and acknowledgement:

Mr./Ms. (customer name), the FCC requires that we receive your acknowledgement of the 911 limitations or your service may be suspended. Please feel free to call back or respond to the email notification by July 29, 2005. Thank you for your time. Your safety is very important to us and we appreciate that you called in today.

If customer has billing or other questions: I can transfer you now to the service department that can handle that for you. Alternatively, if you would prefer to call them directly, I can provide you with a phone number. (If customer requests, provide number.)

ATTACHMENT 6



08/04/2005

Dear VoiceWing Customer,

We have important news to share with you about your Verizon VoiceWingSM Broadband Phone Service. Please take a few minutes now to read this message as your immediate response is required.

Recently, the FCC ordered all interconnected Voice over Internet Protocol (VoIP) service providers, like VoiceWing, to inform their customers about the 911 limitations of their service and to get the customer's affirmative acknowledgement of those 911 service limitations. **Failure to provide us with your acknowledgement of these 911 limitations may result in suspension of your VoiceWing service.** Interconnected VoIP service providers are those entities that, among other things, provide customers with the ability to use a broadband connection (like DSL or cable modem) to make calls to and receive calls from users of the regular telephone network, sometimes called the public switched telephone network.

Your safety is very important to us. For that reason, it is critical that you understand the 911 limitations of your VoiceWing service.

We have reprinted below, Section 6 of the VoiceWing Terms of Service that describes our Limited Emergency Response Service. **Please review this information and then check off the box at the bottom of this notice to indicate that you have received and reviewed this information and that you understand the 911 limitations of the VoiceWing service.**

LIMITATIONS ON EMERGENCY RESPONSE SERVICES - TRADITIONAL 911 AND E911 NOT AVAILABLE.

a. YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES. You acknowledge and understand that VoiceWing does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by VoiceWing differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service. We may require you to affirmatively acknowledge that you have received, reviewed, and understand the Limitations on Emergency Response Services set forth in this Agreement or as we may otherwise provide them to you (the "Acknowledgement"). If you fail to provide the Acknowledgement by the time we specify, we may immediately suspend or terminate the Service until we receive your Acknowledgement.

b. Routing of Limited Emergency Response Service Calls. When you dial 911 using the Service, your call will be routed, in most instances, to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Verizon. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines at the PSAP will be occupied and that you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

c. The Limited Emergency Response Service Will Not Receive Automated Number and Location Identification. You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement. In some locations, the Service can provide phone number and address information to emergency service personnel, so long as you provide us with accurate service address information and provide us sufficient time to process your service address information. For a list of areas where VoiceWing Enhanced 911 or E911 service is available, visit your personal account manager's frequently asked questions.

d. Some Emergency Service Providers Do Not Accept 911 Calls From VoiceWing Customers. VoiceWing is able to offer limited emergency response services in most areas of the country; however, there are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your personal account manager's frequently asked questions on Limited Emergency Response.

e. **You Must Register Your Correct Service Address for the Limited Emergency Response Service.** You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Verizon the physical address where you will use your Service. You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.f. below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.

f. **You Must Update Your Service Address If You Move or If You Use the Service from a New Location.** You acknowledge and understand that VoiceWing's emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location by updating your Service Address on your Personal Account Manager or by calling Customer Service at **1-800-505-6495**, and Verizon has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to Verizon.

g. **Power or Broadband Service Outage.** You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, VoiceWing, including any emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly.

h. **Service Outage Due to Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including any emergency response service.

i. **Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls.** You acknowledge and understand that any calls made using VoiceWing's emergency response service may be subject to network congestion and/or reduced routing speed.



I acknowledge that I have reviewed and that I understand the 911 limitations of the VoiceWing service.

Please remember that VoiceWing services can only be used in the United States. If you have questions about this message or any aspect of the 911 limitations of the VoiceWing service please contact us at 1-888-500-2972 (Mon.-Sat., 8am-8pm ET).

ATTACHMENT 7

Emergency Response Statement

VoiceWing does not support traditional 911 and E911 services. You must maintain alternative means of accessing traditional emergency response services.

You must keep the physical address of your VoiceWing phone current. You may register your new Service Address on your Personal Account Manager or by calling 1-800-505-6495. It may take up to 5 days for VoiceWing to register this information and to ensure that your 911 calls are properly routed to the emergency service providers that support this Service Address. We will send you an email confirmation once your new Service Address has been registered. If we have any difficulty registering this Service Address, we will contact you by email. Until your new Service Address has been confirmed, your 911 call will be routed to the closest emergency service provider to the registered Service Address and emergency services will be dispatched to the registered Service Address.

Your 911 call may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines will be occupied and that you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

There are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your Personal Account Manager's frequently asked questions on Limited Emergency Response.

In the event of a power failure, VoiceWing and the Limited Emergency Response System will not function. When you experience a service outage for any reason from your broadband Internet provider, all VoiceWing services will be unavailable, including the Limited Emergency Response System. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly. To learn more about the limited liability of Verizon for any service outage and/or the Limited Emergency Response System, see our [Terms of Service](#) <link to pop-up>.

You can update your Service Address using the VoiceWing PAM. You must also keep the Service Address of your VoiceWing phone current. You may register your new Service Address on your Personal Account Manager or by calling 1-800-505-6495. It may take up to 5 days for VoiceWing to register this information and to ensure that your 911 calls are properly routed to the emergency service providers that support this Service Address.

Should you have the need to dial 911, there is a possibility that you may experience a delayed connection. Due to Internet congestion and technology, a delay is more likely to occur with voice over IP dialing than with traditional telephone service.

Voice over IP technology is still evolving and cannot currently notify emergency personnel of your phone number and location if your call to them is unable to be completed, if you are unable to tell them your phone number and address, if your call is disconnected or dropped, or if the service is unavailable for any reason, emergency personnel will not be able to call you back or locate your address. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location.

ATTACHMENT 8

reflect any change in any governing law, applicable tariff or underlying network service or component affecting the Service.

f. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

g. This Agreement, including all Attachments and all other policies posted on the Web site which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.



We never stop working for you.



VCWINGTOS

VERIZON VOICEWING TERMS OF SERVICE

Welcome to VoiceWingSM Broadband Phone Service.

**THESE TERMS AND CONDITIONS STATE IMPORTANT
REQUIREMENTS REGARDING YOUR USE OF VERIZON
VOICEWING BROADBAND PHONE SERVICE.**

**YOU SHOULD READ THESE TERMS AND CONDITIONS
CAREFULLY, AS THEY CONTAIN IMPORTANT
INFORMATION REGARDING YOUR RIGHTS AND OURS.**

**PLEASE NOTE: VOICEWING DOES NOT PROVIDE
TRADITIONAL 911 SERVICES. YOU MUST
MAINTAIN AN ALTERNATE MEANS OF
REQUESTING EMERGENCY SERVICES.**

1. Verizon VoiceWing Terms of Service is an agreement (the "Agreement") between the subscriber ("you," "your" or "Subscriber") and Verizon Long Distance ("Verizon," "us" or "we"). The Agreement describes the Terms and Conditions under which you agree to use VoiceWing Broadband Phone Service and under which we agree to provide the Service to you. You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of an online order; (b) your accepting the Terms of Service electronically during registration; (c) your use of the Service; or (d) your retention of the Equipment we provide for more than 30 days following delivery.

2. DEFINITION OF SERVICE.

Verizon VoiceWing Broadband Phone Service is an enhanced voice communication service which uses a data network (like the Internet) to transport voice communications that have been converted into data packets. For purposes of this Agreement, the term "Service" shall mean Verizon VoiceWing Broadband Phone Service, including all Software, Equipment and other features, products and services provided by Verizon under the pricing plan that you have selected. For purposes of this Agreement, "Equipment" shall mean a Verizon-provided Telephone Adapter ("Adapter") and accompanying Ethernet Cable.

3. REVISIONS TO TERMS AND PRICING.

From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing for the Service. Notice of revisions to the

Agreement or pricing shall be posted on the VoiceWing Web site (“the Web site”) and deemed given upon notice to you. We may provide notice to you by sending you an e-mail at the e-mail address you registered or by leaving you a voice mail in your VoiceWing mailbox. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the termination provisions provided in this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

4. SERVICE USE AND LIMITATIONS.

a. You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Verizon relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency service personnel, as further explained below. You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date).

b. You agree that you are responsible for all use on your account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Service via your account, with or without your permission. You acknowledge that Verizon will be sending you information, including your Password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Service, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Verizon to authenticate customer calls and should not be shared.

c. Use of Service and Device. You may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Verizon in advance. Verizon reserves the right to immediately terminate, change the calling plan or modify the Service if Verizon determines, in its sole discretion, that your usage exceeds our normal usage levels. Usage in excess of 5,000 minutes in any month shall be considered above normal levels and may be investigated and subject to the conditions above. You acknowledge and understand that you cannot make 500, 700, 900, 976, 0+ collect calls or dial-around calls (e.g., 1010-XXXX). In addition, you understand that this service does not support n11 calling with the exception of 411 and the limited form of 911 described below.

d. You agree that your use of the Service, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with, Verizon. You further agree that Verizon does not own or control all of the various facilities and communications lines through which the Service may be provided. You also agree to use the Service only within the United States. This Service is not offered or shipped to any address outside of the United States. If you attempt to use the Service from outside the United States, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. Verizon reserves the right to terminate your Service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

e. Loss of Service Due to Power or Broadband Failure. You acknowledge and understand that the Service will not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. In addition, since the Service is dependent on the broadband connection, the availability of an adequate power supply and correct Equipment configuration, Verizon does not guarantee that the Service will be continuous or error-free. Verizon will not offer credits for service failures due to power outages or disruptions in your broadband connection.

f. International Calling. You will be able to make calls to destinations outside the United States. Charges for calls to Canada, Mexico and all other international locations will be deducted from your Extra Services Account (see Section 10.d below) at current rates, which are available on the Web site. Information on current international rates is also available by contacting Verizon Customer Care at **1-800-505-6495**. The current charges and rates for international calling and terms and conditions of use thereof are incorporated into this Agreement. Verizon reserves the right to block calls to certain countries in the event we determine that such calls may be linked to fraudulent or illegal activities or in the event a country places any other restrictions on Internet traffic.

g. This Service is solely for the use of authorized users. Use of this Service may be monitored to ensure proper operation and for other quality purposes, to prevent or address misuse, or to meet obligations imposed under applicable laws, regulations or orders. You acknowledge and understand that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable state or federal law.

h. Home Security Systems and Certain Other Non-Voice Communications Equipment. You acknowledge and understand that you may experience difficulties when using the Service in conjunction with certain non-voice communications Equipment, including but not limited to, some home security systems that are set up to make automatic phone calls, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Verizon for interference with or disruption of such systems due to the Service.

5. PRIVACY POLICY.

The Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. You acknowledge and understand that Verizon cannot guarantee that Voice-over Internet Protocol communication is completely secure. Verizon will treat your personal information in accordance with its then-current Privacy Policy (available at <http://www.verizon.com/privacy>) and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference, but in the event of a conflict between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service.

6. LIMITATIONS ON EMERGENCY RESPONSE SERVICES — TRADITIONAL 911 AND E911 NOT AVAILABLE.

a. YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES. You acknowledge and understand that VoiceWing does NOT support traditional 911 and E911 access to emergency services. The limited emergency response service accessible by VoiceWing differs in a number of important ways from traditional emergency response services as further explained below. You must maintain an alternate means of accessing traditional emergency response services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where the Service is utilized as to the important limitations on emergency response service. We may require you to affirmatively acknowledge that you have received, reviewed and understand the Limitations on Emergency Response Services set forth in this Agreement or as we may otherwise provided them to you (the "Acknowledgement"). If you fail to provide the Acknowledgement by the time we specify, we may immediately suspend or terminate the Service until we receive your Acknowledgement.

b. Routing of Limited Emergency Response Service Calls. When you dial 911 using the Service, your call will be routed, in most instances, to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Verizon. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines at the PSAP will be occupied and that you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

c. The Limited Emergency Response Service Will Not Receive Automated Number and Location Identification. You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement. In some locations, the Service can provide phone number and address information to emergency service personnel, so long as you provide us with accurate service address information and provide us sufficient time to process your service address information. For a list of areas where VoiceWing Enhanced 911 or E911 service is available, visit your personal account manager's frequently asked questions.

d. Some Emergency Service Providers Do Not Accept 911 Calls From VoiceWing Customers. VoiceWing is able to offer limited emergency response services in most areas of the country; however, there are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your personal account manager's frequently asked questions on Limited Emergency Response.

e. You Must Register Your Correct Service Address for the Limited Emergency Response Service. You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Verizon the physical address where you will use your Service. You acknowledge and understand that if you use your Equipment and the Service to call 911 from

a location other than the Service Address that you have registered with Verizon (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.f below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.

f. You Must Update Your Service Address If You Move or If You Use the Service from a New Location. You acknowledge and understand that VoiceWing's emergency response service will not route your emergency calls to the correct local emergency service provider unless and until you have registered your new physical location by updating your Service Address on your Personal Account Manager or by calling Customer Service at **1-800-505-6495**, and Verizon has completed the registration process by updating all appropriate systems. This process may take up to five (5) days. You acknowledge and understand that until your new address is fully registered, your 911 calls using the Service will continue to be directed to the local emergency service provider for the physical address previously provided to Verizon.

g. Power or Broadband Service Outage. You acknowledge and understand that a power or broadband service outage will prevent ALL Service, including the dialing of 911. Should there be an interruption in the power supply, VoiceWing, including any emergency response service, will not function until power is restored. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly.

h. Service Outage Due to Suspension of Your Account. You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including any emergency response service.

i. Possibility of Network Congestion and/or Reduced Speed for Routing Emergency Calls. You acknowledge and understand that any calls made using VoiceWing's emergency response service may be subject to network congestion and/or reduced routing speed.

7. LOCAL NUMBER PORTABILITY.

In the event you are transferring an existing phone number that currently is subscribed to a carrier other than Verizon for local service, the following terms and conditions apply:

a. You hereby authorize Verizon to process your order for the Service and to notify your local telephone company of your decision to switch your local services to the Service and to transfer your telephone number, and represent that you are authorized to take these actions.

b. You agree and acknowledge that you must install and activate your Equipment prior to the date on which the number switch becomes effective ("Port Effective Date").

c. Verizon has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

8. SOFTWARE LICENSES.

a. In connection with our provision of the Service, we may provide to you, via download, CD, other media or other delivery method, the use of certain software which is owned by Verizon or its third-party licensors, providers and suppliers, and which may be provided free or for a fee ("Software"). We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. Your failure to do so is your responsibility and may affect your Service. You may use the Software only as part of or for use with the Service and for no other purpose.

b. The Software may be accompanied by an end-user license agreement from Verizon or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end-user license agreement unless you first agree to the terms and conditions of the end-user license agreement.

c. With regard to any Software which is not accompanied by an end-user license agreement, you are hereby granted a revocable, nonexclusive, nontransferable license by Verizon or its third-party licensors, providers or suppliers, to use the Software (including any corrections, updates and upgrades we provide to you) subject to the following restrictions: (1) you may not make any copies of the Software; (2) you agree that the Software is the confidential information of Verizon or its third-party licensors, providers or suppliers, and contains copyrighted material, trade secrets, patents and proprietary information owned by Verizon or its third-party licensors, providers or suppliers which you shall not disclose to others or use except as expressly permitted herein; (3) you may not decompile, reverse engineer, disassemble, attempt to discover any source code or

underlying ideas or algorithms of the Software, or otherwise reduce the Software to a human readable form; (4) you may not modify, rent, lease, loan, use for commercial timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software or otherwise transfer the Software to any third party; (5) you may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software; (6) you acknowledge that this license is not a sale of intellectual property and that Verizon or its third-party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation; and (7) the Software may be used in the United States only; any export of the Software is strictly prohibited.

d. We shall provide technical assistance and support for the Software in accordance with our then-current support policies. Unless otherwise provided in such policies, Verizon does not provide technical assistance or support for any third-party software, and technical assistance or support with regard to third-party software is solely provided in accordance with such third-party's policies or other terms.

e. Your license to use the Software shall remain in full force and effect unless and until terminated by Verizon, its third-party licensors, providers or suppliers. Upon termination of your Service for any reason, you must cease all use of the Software and immediately delete the Software from your computer.

9. TERM AND TERMINATION.

a. Effective Date and Term. This Agreement goes into effect upon your acceptance of this Agreement and shall continue, subject to the terms of this Paragraph, until terminated by either party as permitted by this Agreement.

b. Verizon Offers the Following Money-Back Guarantee. Verizon offers a thirty (30) day money-back guarantee period which begins either when you activate your Verizon-provided Adapter or seven (7) days after you order the Service, whichever is earlier (the "Guarantee Period"). During the Guarantee Period, if you have used fewer than 250 minutes of domestic usage, you may cancel the Service and receive a full refund of any account setup fee, all monthly charges paid to Verizon, and any amounts remaining in your Extra Services Account that you deposited. If you cancel within the Guarantee Period, but have used more than 250 minutes of domestic usage, you may cancel the Service and receive a refund of any account setup fee paid to Verizon and any amounts remaining in your Extra Services Account that you deposited. Shipping and handling charges will not be

refunded. If you cancel within the Guarantee Period, Verizon will require you to return the Equipment. Failure to return the Equipment in working condition in the prepaid envelope that Verizon will provide to you will result in a charge to your credit card, as explained to you during the ordering process. If you terminate this Agreement after the Guarantee Period, you may keep the Verizon-provided Equipment, but you will not be entitled to a refund of any kind.

c. Termination of Service. Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective upon your notice to Verizon. If this Agreement is terminated after the expiration of the Guarantee Period, but prior to the end of the first year of Service, you will be charged an early termination fee, as described to you when you ordered the Service. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. With the exception of the Money-Back Guarantee, Verizon will not refund monthly charges paid to Verizon when the Service is terminated between billing cycles.

d. Termination and/or Suspension by Verizon. If: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) Verizon is required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (5) Verizon for any reason ceases to offer the Service; (6) you no longer meet the prerequisites for the Service, or (7) you fail to provide the Acknowledgement required by Section 6 of this Agreement, then Verizon may terminate or suspend your Service immediately without notice. If Verizon suspends Service because of your failure to provide the Acknowledgement required by Section 6 of this Agreement, Verizon will not charge you for Service during the suspension period. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (7) are met.

e. Terminated Account. Verizon, in its sole discretion, may refuse to accept your application for renewal or re-subscription following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you agree to pay a reconnection fee if the Service is reactivated.

f. Regulatory Compliance. In the event there is a ruling, regulation or order issued by a judicial, legislative or regulatory body that causes Verizon to believe that this Agreement may be in conflict with such rules, regulations and orders, Verizon may terminate or modify your Service and/or this Agreement immediately without notice.

10. PRICING AND PAYMENT.

a. Prices and Fees. Verizon fees and charges for the Service are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable monthly charge. You further agree that any taxes and other charges, including but not limited to, account setup fees, early termination fees, adapter fees, equipment charges, shipping and handling and other nonrecurring charges will be charged to your credit card. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit. Monthly recurring charges will be billed one month in advance. Your credit card will be charged on the day you place your order. Your next billing cycle will begin either seven days from your order date or the day you activate your Service, whichever comes first. Your credit card will be charged on the first day of every cycle.

b. Taxes and Other Charges. Verizon will charge you for any applicable taxes, fees, surcharges or other charges made using the service, unless you can show with documentation satisfactory to us that you are exempt. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your VoiceWing telephone.

c. YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT. You agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. You also agree to indemnify us for any claims or expenses resulting from your providing a debit card instead of a credit card. If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.

d. Extra Services Account. Your Extra Services Account is a prepaid account in which a certain dollar amount is set aside to cover incidental charges on your account that are not covered by your monthly fee. For example, international calls, Directory Assistance calls and taxes related to these calls are automatically deducted from your Extra Services Account. When the balance of your Extra Services Account reaches the Minimum

Threshold Amount, your account will be automatically re-charged back to a preset dollar amount on your credit card. This preset dollar Re-Charge Amount may be taxed at the time it is charged to your Extra Services Account. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD WHEN YOUR EXTRA SERVICES ACCOUNT REACHES THE MINIMUM THRESHOLD AMOUNT. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A BILLING CYCLE.** The “Minimum Threshold Amount” will be posted on the Web site and may be revised from time to time as set forth in Section 3 above.

e. Discontinuation of Service for Nonpayment. Service to you may be denied or discontinued without notice at any time in the event your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your credit card fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Verizon your new credit card information. If the credit card issue is not resolved within 24 hours, Verizon will place you on a per-minute calling plan when your next billing cycle begins. The per-minute usage charges will be deducted from your Extra Services Account. When the balance of your Extra Services Account is depleted, Service will be terminated. If your credit card is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per-minute calling plan at any time. You agree to pay all charges owed to Verizon, including but not limited to the early termination fee. In the event Verizon utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys’ fees.

f. Verizon may limit the number of promotions you may be eligible for in a given period.

g. The waiver of any fees or charges lies solely in the discretion of Verizon.

11. MANAGEMENT OF YOUR DATA AND COMPUTER.

a. System Management and Service Performance. You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Verizon will only provide technical assistance with respect to your Verizon-provided Adapter.

b. Monitoring of Network Performance. Verizon automatically

measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Verizon's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

a. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE IS WITH YOU, THE BUYER. SHOULD THE SERVICE PROVE DEFECTIVE FOLLOWING PURCHASE, YOU, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, NONINTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NOR SHALL INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES CREATE A WARRANTY. USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

b. IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, INCLUDING ISPs, BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA, COMPUTER EQUIPMENT OR ROUTERS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE OR VERIZON-PROVIDED EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

c. VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE; (3) EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; (4) EQUIPMENT, NETWORK OR FACILITY SHORTAGE; (5) EQUIPMENT OR FACILITY RELOCATION; (6) SERVICE EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (7) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF INCOMING OR OUTGOING COMMUNICATIONS, THE INABILITY OF COMMUNICATIONS TO BE RECORDED OR COMPLETED OR DEGRADATION OF VOICE QUALITY.

d. VERIZON SHALL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH 911, E911, OR OTHERWISE.

e. VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

f. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS PARAGRAPH ALSO APPLY TO VERIZON'S THIRD-PARTY

LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.

g. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, ARE COLLECTIVELY RESPONSIBLE.

h. THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT PURSUANT TO SECTION 3 TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.

i. VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the limited emergency response service accessible through VoiceWing and/or the inability of you or any third-party user of your Service to be able to access emergency service personnel.

14. NOTICES.

Notices from you required under this Agreement shall be provided to Verizon in accordance with the methods set forth on the Web site in the Contact Us section. Notices by Verizon to you will be provided by one or more of the following: posting on our Web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number or e-mail to an address provided by you.

15. GENERAL PROVISIONS.

a. All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Software Licenses, Disclaimer of Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

b. Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment Equipment or services.

c. You agree not to assign or otherwise transfer this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

d. You and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

e. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. We reserve the right to modify the Service to

ATTACHMENT 9

Verizon - VoiceWing - VoIP Home - Microsoft Internet Explorer

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Products & ServicesCustomer SupportAbout VerizonMy Account

Thank you for ordering

Verizon VoiceWing


Get ready to experience a whole new way to communicate with VoiceWing Broadband Phone Service! Please enter the information below to complete your VoiceWing order. You will then have access to your Personal Account Manager to setup your Address Book and other VoiceWing features. You should receive your installation kit with your Adaptor and setup guidelines in 5-7 business days.

Account Number13738929

Last NameWhatley

Credit Card Number5555555555554444

Submit



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Verizon - VoiceWing - User Registration - Microsoft Internet Explorer

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Help Configure Refresh Address Credit LD Pages Capture Current Page

verizon Products & Services Customer Support About Verizon My Account

Step 1 of 3 - Sign In

Are You Already A Verizon.com Registered User?

☐ Yes, sign in now

☒ No, create a user ID and password for my VoiceWing account

Please create a user ID and password for your account

Username Password (8 characters or more with at least one number)

testScreen123

Re-enter your password

Please select a question from the choices below that you will be able to answer if you forget your password.

Password Reminder Question Password Reminder Answer

What is the make and model of your first car? protege

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Verizon - VoiceWing - Emergency Calling - Microsoft Internet Explorer

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Step 2 of 3 - Emergency Response Calling

Emergency Response Calling Terms: Please read & accept the terms below

VoiceWing does not support traditional 911 and E911 services. You must maintain alternative means of accessing traditional emergency response services.

You must keep the physical address of your VoiceWing phone current. You may register your new Service Address on your Personal Account Manager or by calling 1-800-505-6405. It may take up to 5 days for VoiceWing to register this information and to ensure that your 911 calls are properly routed to the emergency service providers that support this Service Address. We will send you an email confirmation once your new Service Address has been registered. If we have any difficulty registering this Service Address, we will contact you by email. Until your new Service Address has been confirmed, your 911 call will be routed to the closest emergency service provider to the registered Service Address and emergency services will be dispatched to the registered Service Address.

Your 911 call may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines will be occupied and that you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

There are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your Personal Account Manager's frequently asked questions on Limited Emergency Response.

In the event of a power failure, VoiceWing and the Limited Emergency Response System will not function. When you experience a service outage for any reason from your broadband Internet provider, all VoiceWing services will be unavailable, including the Limited Emergency Response System. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly.

☐ I have read and understood the Emergency Response Calling terms with VoiceWing

print emergency response calling

back

next

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Done

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Verizon - VoiceWing - Emergency Calling - Microsoft Internet Explorer

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Step 2 of 3 - Emergency Response Calling

Emergency Response Calling Terms: Please read & accept the terms below

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You must keep the physical address of your VoiceWing phone current. You may register your new Service Address on your Personal Account Manager or by calling 1-800-505-6405. It may take up to 5 days for VoiceWing to register this information and to ensure that your 911 calls are properly routed to the emergency service providers that support this Service Address. We will send you an email confirmation once your new Service Address has been registered. If we have any difficulty registering this Service Address, we will contact you by email. Until your new Service Address has been confirmed, your 911 call will be routed to the closest emergency service provider to the registered Service Address and emergency services will be dispatched to the registered Service Address.

Your 911 call may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls. It is possible that the lines will be occupied and that you will get a busy signal. It is also possible that the line may not be answered or that you will not reach a live operator.

There are some areas where VoiceWing limited emergency response service calls will not be answered. For a list of areas where no limited emergency response service is available, visit your Personal Account Manager's frequently asked questions on Limited Emergency Response.

In the event of a power failure, VoiceWing and the Limited Emergency Response System experience a service outage for any reason from your broadband Internet provider, all VoiceWing services will be unavailable, including the Limited Emergency Response System. A power failure or disturbance in the power supply may also cause VoiceWing or any emergency response service. In such cases, services will not function if your Equipment fails or is not configured correctly.

☐ I have read and understood the Emergency Response Calling terms with

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back next

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Verizon - VoiceWing - Terms of Service - Microsoft Internet Explorer

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Step 3 of 3 - Terms of Service

Terms of Service: Please read & accept the terms below

VERIZON VOICEWING TERMS OF SERVICE

Welcome to VoiceWingSM Broadband Phone Service.

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF VERIZON VOICEWING BROADBAND PHONE SERVICE.

YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS.

PLEASE NOTE: VOICEWING DOES NOT PROVIDE TRADITIONAL 911 SERVICES. YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.

1. The Verizon VoiceWing Terms of Service is an agreement (the "Agreement") between the subscriber ("you," "your" or "Subscriber") and Verizon Long Distance ("Verizon," "us" or "we"). The Agreement describes the Terms and Conditions under which you agree to use VoiceWing Broadband Phone Service and under which we agree to provide the Service to you. You are deemed to have accepted this Agreement upon the earlier of: (a) your submission of an online order; (b) your accepting the Terms of Service electronically during registration; (c) your use of the Service; or (d) your retention of the Equipment we provide for more than 30 days following delivery.

2. DEFINITION OF SERVICE.

Verizon VoiceWing Broadband Phone Service is an enhanced voice communication service which uses a data network (like the Internet) to transport voice communications that have been converted into data packets. For purposes of this

☐ I Agree: I have read and agree with the terms and conditions listed above

print terms of service

back

submit

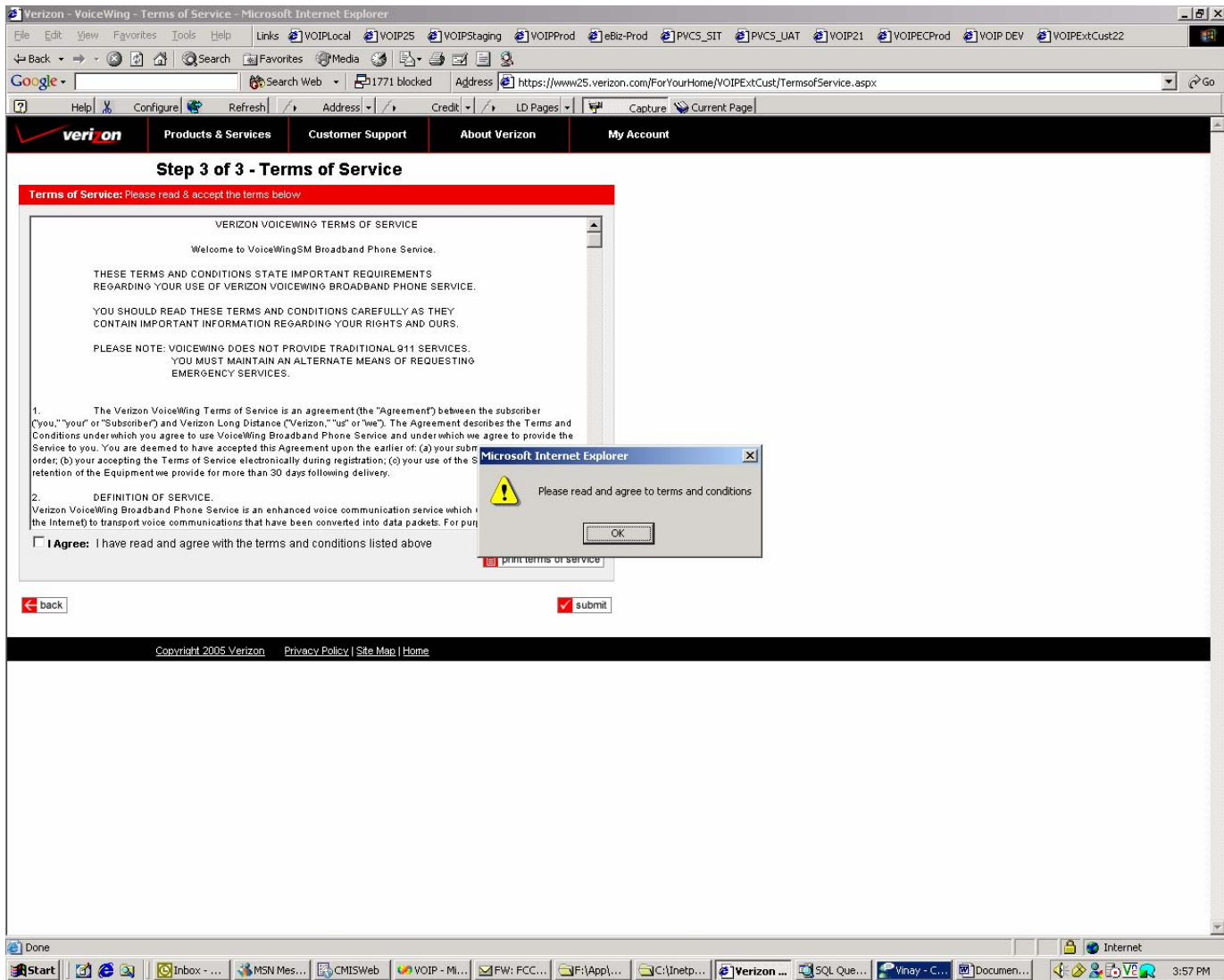
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ATTACHMENT 10

Step 3 of 4 - Limitations on Emergency Response Services

FAQs

- ▶ [How do I dial 911?](#)
- ▶ [What do I need to do if I move and take my VoiceWing Phone service with me to another location?](#)

Emergency Response Calling Terms: Please read & accept the terms below

VoiceWing does not support traditional 911 and E911 services. You must maintain alternative means of accessing traditional emergency response services.


You must keep the physical address of your VoiceWing phone current. You may register your new Service Address on your Personal Account Manager or by calling 1-800-505-6496. It may take up to 5 days for VoiceWing to register this information and to ensure that your 911 calls are properly routed to the emergency service providers that support this Service Address. We will send you an email confirmation once your new Service Address has been registered. If we have any difficulty registering this Service Address, we will contact you by email. Until your new Service Address has been confirmed, your 911 call will be routed to the closest emergency service provider to the registered Service Address and emergency services will be dispatched to the registered Service Address.

Your 911 call may not be routed to response calls. It is possible that the line may not be answered or that you

There are some areas where VoiceMail is not available, and there are some areas where no limited emergency response is available. Please refer to the map on Limited Emergency Response.

In the event of a power failure, VoiceWing and the Limited Emergency Response System will not function. When you experience a service outage for any reason from your broadband Internet provider, all VoiceWing services will be unavailable, including the Limited Emergency Response System. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing VoiceWing or any emergency response service. In addition, emergency response services will not function if your Equipment fails or is not configured correctly.

☐ I have read and understand the Emergency Response Calling terms with Verizon VoiceWing

 print emergency response calling[← back](#)next 

Terms of Service: Please read & accept the terms below

Welcome to VoiceWingSM Broadband Phone Service

THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF VERIZON VOICEWING BROADBAND PHONE SERVICE. YOU SHOULD READ THESE TERMS AND CONDITIONS REGARDING YOUR RIGHTS AND OBLIGATIONS. PLEASE NOTE: VOICEWING DOES NOT PROVIDE AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES.

1. The Verizon VoiceWing Terms of Service is an agreement (the "Agreement") between the subscriber ("you," "your" and "us") and Verizon.

☐ **I Agree:** I have read and agree with the terms and conditions listed above

Usage must be consistent with normal residential use for one household. Verizon reserves the right to monitor the usage rates of accounts for possible abuse of service. More than 5,000 minutes a month is considered beyond normal residential use and may be investigated, resulting in potential termination of service. VoiceWing offers a 30-day [Money Back Guarantee](#).

ATTACHMENT 11



The Verizon VoiceWing Team

.4740

2.3939

Please place small decals on your VoiceWing telephone handsets. ▶
Please place large decal on the front of your VoiceWing telephone adapter. ▶

3.2500

STICKERWING



VoiceWingSM provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services. In order for VoiceWing to direct your 911 call to the appropriate emergency service provider, you MUST provide VoiceWing with your current service address. If you use this telephone adapter from a new service address, you MUST update your service address with VoiceWing, either through your Personal Account Manager or through customer service at 1-800-505-6495. It may take up to 5 days to process this service address update. If you do not update your service address, your emergency 911 call may be directed to the incorrect emergency service provider. VoiceWing will not operate (and you will not have access to emergency services) in the event of a power outage or if your broadband service is down.

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This phone provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services.

This phone provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services.

This phone provides a limited emergency response service when you dial 911. E911 service is currently not available. In case of an emergency, please use another phone to reach emergency services.

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FEDERAL

LABEL SYSTEMS, INC.

A MEMBER COMPANY OF THE ROTHCHILD PRINTING GROUP

Phone: 718-899-6000 • Fax: 718-392-4339

Approved by: _____

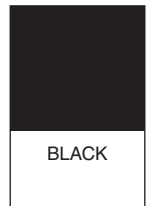
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